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of Attorneys for Northwest Farm Credit  
Services, FLCA and Northwest Farm  
Credit Services, PCA

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF OREGON

In re

Steven S. Sobella  
Brenda K. Sobella; and  
Sobella Nursery, Inc.,

Debtors.

Bankruptcy Case Nos.:

17-34449-dwh12 (Lead Case)

17-34446-dwh12

Jointly Administered Under  
Case No. 17-34449-dwh12

Northwest Farm Credit's Objection to  
Sobella Nursery, Inc.'s Notice of Intent to  
Sell Real Property

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Northwest Farm Credit Services, FLCA ("FLCA") and Northwest Farm Credit Services, PCA ("PCA") (collectively, "Farm Credit") objects, for the limited purposes noted herein, to the Notice of Intent to Sell Real or Personal Property, compensate Real Estate Broker and/or Pay Any Secured Creditor's Fees and Costs; Motion for Authority to Sell Property Free and Clear of Liens; and Notice of Hearing ("Notice of Intent") (ECF No. 224). Farm Credit has no objection to the sale of the real property identified in the Notice of Intent, unless it is not paid in full from the proceeds of that sale. The Notice of Intent contains a statement that the Debtors' dispute payment of Farm Credit's interest and fees from the sale proceeds. Because the real property being sold is collateral securing two of Farm Credit's loans, Farm Credit is entitled to payment in full, including interest and fees.

Prior to filing this objection, Farm Credit inquired into the nature of the dispute. While it is not clear what the issue is regarding interest, the Debtors' advised that Farm Credit had not amended its proof of claims to add attorney fees as required by LBR 2016-1(h)(2)(iii) and (iv). The claim for post confirmation attorney fees is premature because it is well prior to the end of the Plan period but Farm Credit amended its claim to include those fees, to date. Farm Credit has reached out several times to the Debtors' counsel to resolve the dispute but has received no response.

To the extent that any order allowing the sale of the real property does not satisfy Farm Credit's two loans secured by the real property subject to the Notice of Intent, including interest and fees, Farm Credit objects to the sale.

Dated this 22nd day of May, 2020.

SHERMAN, SHERMAN, JOHNNIE & HOYT, LLP

By: /s/ Gina Anne Johnnie  
Gina Anne Johnnie, OSB No. 872630  
Of Attorneys for Creditors Northwest Farm Credit  
Services FLCA and Northwest Farm Credit  
Services, PCA

All necessary parties are electronically served via the Court's ECF system.